

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION

ALLSTATE INDEMNITY COMPANY §  
and ALLSTATE TEXAS LLOYD'S, §  
§  
Plaintiffs, § CIVIL ACTION NO:3:11-cv-00540  
v. §  
§  
DANIEL C. MARKEL, §  
§  
Defendant. §

**FINAL JUDGMENT**

After Plaintiffs, Allstate Indemnity Company and Allstate Texas Lloyd's, filed a Motion for Summary Judgment against Defendant, Daniel C. Markel, Plaintiffs and Defendant entered into a Joint Stipulation and Agreed Order. After considering the motion, stipulation, and agreed order, the Court hereby finds that:

- (1) The lawsuit styled *Susor Enterprises, Inc. & Scott Susor v. Daniel C. Markel, a/k/a psa9dude, psa9putz, slushfunds, mr-bargain-hunter, apollokat, mondo.card.company*, Cause No. 2009-60185, in the 61<sup>st</sup> Judicial District Court of Harris County, Texas (the "Underlying Lawsuit") did not allege an "occurrence" or any covered damages, either "bodily injury" or "property damage," as was required to trigger a duty to defend Mr. Markel under the homeowners' policy issued by Allstate Texas Lloyd's;
- (2) Under the terms of the Personal Umbrella Policy, Allstate Indemnity had the option, but not the contractual obligation, to defend Mr. Markel in the Underlying Lawsuit.

In consideration of these findings, the Court hereby GRANTS Allstate Indemnity Company and Allstate Texas Lloyd's Motion for Summary Judgment in its entirety, and it is therefore hereby ADJUDGED, ORDERED, AND DECREED that:

- (1) Neither Allstate Indemnity Company nor Allstate Texas Lloyd's had a duty to defend Mr. Markel under his personal umbrella policy or his homeowners' policy in the Underlying Lawsuit;
- (2) Neither Allstate Indemnity Company nor Allstate Texas Lloyd's has a duty to reimburse Mr. Markel under his personal umbrella policy or his homeowners' policy for any defense costs incurred in the Underlying Lawsuit.
- (3) All other issues raised in Plaintiffs' Motion for Summary Judgment, including the applicability of the business pursuits exclusions contained in both the personal umbrella policy and the homeowners' policy, are moot.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

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JUDGE PRESIDING

APPROVED AS TO FORM  
AND ENTRY REQUESTED BY:

  
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